

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

IN THE MATTER OF:
ROCKWOOD SQUARE, L.L.C.,
DEBTOR.

CASE NO: 09-32078-DOT

AMENDED DISCLOSURE STATEMENT
OF
ROCKWOOD SQUARE, LLC.

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804-377-8848

I. INTRODUCTION

ROCKWOOD SQUARE, LLC. is the debtor in possession in this case which was filed under Chapter 11 of the Bankruptcy Code ("The Code") on April 1, 2009, in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court" hereinafter referred to as the "Court"). The docket sheets for these Chapter 11 proceedings are maintained in the office of the Clerk of the Bankruptcy Court located in the United States Bankruptcy Court in Richmond, Virginia and they set forth chronologically all matters of record which have been filed with the Court since the date of the original petition. These records can also be viewed electronically via the United States Court System's Public Access to Court Systems Electronic Records (PACER) system. Also on file with the Clerk of the Bankruptcy Court are the monthly and quarterly status reports of its financial condition. These reports were required by the Court and the Debtor invites all concerned parties to inspect these records.

ROCKWOOD SQUARE, LLC. has prepared and submitted this Amended Disclosure Statement pursuant to 11 U.S.C. Sec. 1125 of the Code and Rule 3016 of the Bankruptcy Rules in connection with its solicitation of acceptances of its Amended Plan or Reorganization ("Plan"). All future references to the "Plan" or to the "Proposed Plan" refer to Rockwood's Amended Plan of Reorganization.

The Disclosure Statement contains important information about the Plan. The purpose of this Disclosure Statement is to provide adequate information to the holders of claims against the debtor in possession to enable them to make an informed judgment about the merits of approving the Plan. The contents of this Disclosure Statement are the representation of the Company only and not of any of its attorneys, accountants and other professionals.

THIS DISCLOSURE STATEMENT, TOGETHER WITH THE PLAN OF REORGANIZATION WHICH IS ATTACHED, SHOULD BE READ IN ITS ENTIRETY. ADDITIONALLY, IT IS SUGGESTED THAT EACH CREDITOR CONSULT HIS OR HER OWN COUNSEL WITH RESPECT TO THE MATTERS CONTAINED IN THIS DISCLOSURE STATEMENT.

THE TERMS OF THE PLAN ARE SUMMARIZED IN THIS DISCLOSURE STATEMENT. HOWEVER ALL SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN ITSELF. THE PLAN IS CONTROLLING IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE DISCLOSURE STATEMENT AND THE PLAN.

THE ONLY REPRESENTATIONS THAT ARE AUTHORIZED BY ROCKWOOD SQUARE, LLC. CONCERNING IT, THE VALUE OF ITS ASSETS, THE EXTENT OF ITS LIABILITIES, OR OTHER FACTS MATERIAL TO THE PROPOSED PLAN ARE THE REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT. NO REPRESENTATIONS CONCERNING THE PLAN OF DEBTOR IN POSSESSION OTHER THAN THOSE SET FORTH IN THIS STATEMENT ARE AUTHORIZED BY ROCKWOOD SQUARE, LLC. ANY REPRESENTATIONS OR INDUCEMENTS CONCERNING THE PLAN WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON.

NONE OF THE STATEMENTS, INFORMATION, DATA OR REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT ARE SUPPLIED BY, THE PRODUCT OF, OR SHOULD BE ATTRIBUTED TO ANY PROFESSIONAL ENGAGED BY DEBTOR IN POSSESSION OR OF ANY OF THEIR PRINCIPALS, OFFICERS, DIRECTORS OR ATTORNEYS.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT WAS SUPPLIED BY DEBTORS IN POSSESSION. NONE OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN SUBJECTED TO AN AUDIT BY AN INDEPENDENT CERTIFIED ACCOUNTANT OR ANY OTHER PROFESSIONAL. ROCKWOOD SQUARE, LLC. IS NOT ABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS STATEMENT IS WITHOUT ANY INACCURACY; HOWEVER, DEBTOR IN POSSESSION HAS MADE DILIGENT EFFORT TO ENSURE THAT ALL SUCH INFORMATION IS ACCURATE AND FAIRLY PRESENTED.

AS THE HOLDER OF A CLAIM, YOUR VOTE IS IMPORTANT. THE COURT MAY CONFIRM THE PROPOSED PLAN IF IT HAS BEEN ACCEPTED BY AT LEAST TWO THIRDS (2/3) IN AMOUNT AND MORE THAN ONE-HALF (1/2) IN NUMBER OF THE TIMELY RECEIVED BALLOTS BY HOLDERS OF ALLOWED CLAIMS OF EACH VOTING CLASS. IN THE EVENT THAT THE REQUISITE ACCEPTANCES ARE NOT OBTAINED, ROCKWOOD SQUARE, LLC. WILL REQUEST THE COURT TO CONFIRM THE PLAN, AND THE PLAN MAY, NEVERTHELESS BE CONFIRMED IF THE COURT FINDS THAT IT ACCORDS FAIR AND EQUITABLE TREATMENT TO THE CLASS OR CLASSES REJECTING THE PLAN, AND OTHERWISE COMPLIES WITH THE CODE.

ROCKWOOD SQUARE, LLC. BELIEVES THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF THE HOLDERS OF CLAIMS AND INTEREST. ACCORDINGLY, DEBTOR IN POSSESSION URGES THAT YOU ACCEPT THE PLAN AND PROMPTLY RETURN YOUR COMPLETED BALLOT SO THAT YOUR VOTE WILL BE COUNTED. IN ORDER TO BE TABULATED FOR PURPOSES OF SATISFYING THE LEGAL REQUIREMENTS, BALLOTS MUST BE RECEIVED AT THE ADDRESS SHOWN ON THE BALLOT NO LATER THAN THE DATE SET FORTH ON THE ACCOMPANYING ORDER OF THE COURT. YOU SHOULD REFER TO THE ORDER APPROVING THE DISCLOSURE STATEMENT AND SETTING SCHEDULES FOR VOTING AND CONFIRMATION WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT.

The Plan is an integral part of this Disclosure Statement, and a copy of the Plan is attached and incorporated herein by reference.

In the opinion of ROCKWOOD SQUARE, LLC. the Plan is the best available option for creditors. Based on an examination of alternatives to the Plan, it is the Company's belief that none of the other alternatives afforded creditors as great a recovery as does the Plan.

ROCKWOOD SQUARE, LLC. URGES ALL CREDITORS AND HOLDERS OF CLAIMS TO ACCEPT THE PLAN.

II. BACKGROUND AND NATURE OF DEBTOR'S BUSINESS

Pre-Petition:

Rockwood Investors, L.L.C. ("Debtor") is a single purpose real estate holding company which was originated and formed in the Commonwealth of Virginia. The Debtor's sole member is Southeast Properties I, L.C. ("SEPI"), a Commonwealth of Virginia limited liability company. SEPI is managed by Christopher B. White. Mr. White been involved in the real estate development and investment business his whole twenty-five (25) year business career, concentrating on retail and shopping center development. During that time, Mr. White, either individually or through entities he wholly owns or controls, has been the owner and the principal promoter and managing director of over 8 million square feet of retail properties.

Debtor currently owns a 53,780 +/- SF shopping center and a 4,950 +/- SF former day care building situated on 11.118 +/- acres of land at the southwest corner of the intersection of Hull Street and Courthouse Roads in Chesterfield County, Virginia. The site consists of five (5) parcels of land (see Exhibit A attached):

Parcel A:	4.458 +/- acres
Parcel B:	2.770 +/- acres
Parcel C:	1.733 +/- acres
Parcel D:	1.171 +/- acres
Parcel E:	.986 +/- acres
TOTAL	11.118 +/- acres

Parcel A & Parcel B: These two parcels contain the 53,780 +/- SF shopping center. Parcel A is improved with 19,730 +/- SF of small shops space (space sizes range from 1,200 SF to 7,500 SF). It is currently 50% occupied and generates an annual gross income from in-place leases of \$147,252.18. Parcel B is improved with 34,050 +/- SF of retail space, with Big Lots, Inc. (NYSE: BIG), a national discount department store with 1,361 stores in 47 States, occupying 25,600 +/- SF. The remaining 8,450 +/- SF of space is vacant. The Big Lots lease generates \$130,005.00 per annum in gross income.

Parcel C: This 1.733 +/- acre parcel is unimproved, and fronts Courthouse Road. The property was ground leased to WaWa, a Mid-Atlantic convenience store chain, for \$160,000.00 per annum. WaWa terminated the lease. Debtor sued WaWa for breach of contract for \$3,175,000.00 (filed as an adversary proceeding under the Eastern District of Virginia Bankruptcy Court). The suit has been assigned to FCB as part of the reorganization of Debtor's debt. Any award or potential settlement proceeds would be applied to the outstanding balance of the FCB debt.

Parcel D: This 1.171 +/- acre parcel is immediately adjacent to Parcel B, with frontage on Courthouse Road. It is unimproved.

Parcel E: A 4,950 +/- SF daycare building leased through October, 2014 is situated on this .986 +/- acre parcel. This parcel also has frontage on Courthouse Road.

Parcels A, B, and D are encumbered by a \$3,559,750.00 (Pre Petition amount) Virginia Commerce Bank ("VCB") first deed of trust loan. Parcel C is encumbered by a \$2,112,000.00 (Pre Petition amount) First Capital Bank ("FCB") first deed of trust loan. The FCB loan is also secured by an assignment of any potential award or settlement proceeds from the Debtor's suit versus WaWa. Parcel E is secured by a \$172,940.49 (Pre Petition amount) first deed of trust loan in favor of Lowe's Food Stores ("Lowe's"). VCB, FCB, and Lowe's ("Secured Creditors") are collectively owed \$5,844,690.49.

Post Petition:

On August 18, 2009, the Court approved a motion filed by FCB to restructure its loan secured by Parcel C, whereby the term was extended for three (3) years, with repayment terms during that period being interest only monthly at an interest rate of 3.25% in year 1, Prime plus .50% in year 2, and Prime plus 1.00% in year 3. The motion approved by the Court also included a provision which allowed FCB to take subordinated deeds of trust in Parcels A, B, D, and E.

Debtor has been devising a plan over the past several months with assumptions based on current market and submarket conditions as it relates to rental rates and lease up times for the current vacancy in the center and the currently two (2) unimproved outparcels. Debtor is now ready to present the plan to the Court. Selling the Debtor's interest in the shopping center, the former daycare, and the unimproved outparcels "as is" today would yield significantly less net proceeds available to pay each class of impaired creditor than the orderly disposition of the pieces of the center (refer to Section VII "Liquidation Analysis"). The plan, which will be detailed in this Disclosure Statement and the Reorganization Plan attached hereto, will cover a span of five (5) years.

VCB has agreed to provide up to \$250,000.00 over the course of the next twenty four (24) months, under the loan documents which govern their Pre Petition debt, to pay for costs associated with stabilizing its Parcel B collateral (see Exhibit B for the "Phase I (Parcel B)" budget and see Exhibit C for Parcel B's As Is Rent Roll, As Projected Rent Roll, and Projected Income/Expense Information). Parcel B will be sold at the end of year two (2) of the plan, with net sales proceeds being used to pay off Post Petition \$250,000.00 VCB debt and to reduce the principal balance of the Pre Petition VCB debt, plus pay past due property taxes due on Parcel B (see Exhibit E "Rockwood Square Sell Down – Five (5) Year Plan" for detail).

VCB will provide, after the sale of Parcel B, an additional \$150,000.00 under its existing loan documents which govern their Pre Petition debt to pay for costs associated with stabilizing its Parcel A collateral (see Exhibit B for the "Phase II (Parcel A)" budget and see Exhibit D for Parcel A and Parcel D's As Is Rent Roll, As Projected Rent Roll, and Projected Income/Expense Information). Parcel A, and Parcel D (which will be ground leased at the time of sale) will be sold at the end of year three (3) of the plan, with net sales proceeds being used to pay off \$150,000.00 VCB Post Petition debt, the balance carried forward of the VCB Pre Petition debt, pay the past due property taxes due on Parcels A & D, pay the Lowe's Pre Petition debt in full, pay the General Unsecured Creditors Debt in full, and to set up an escrow to cover the leasing fee costs associated with ground leasing Parcel D and Parcel E (which is FCB collateral). The Lowe's collateral (Parcel E) will be pledged as additional collateral to secure the FCB debt (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

At the end of year four (4) of the plan, Parcel C (FCB collateral) will be sold, with the net sales proceeds being used to reduce the FCB Pre Petition debt by \$1,550,000.00 to \$562,000.00 (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

At the end of year five (5) of the plan, Parcel E (which will be FCB collateral subsequent to the payoff at the end of year three (3) of the Lowe's debt) will be sold, with the net sales proceeds from the sale paying FCB in full (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

III. Plan Summary

A. General Administrative Claims

Administrative claims incurred after the filing of the voluntary petition will be paid in full under the Plan. These expenses include certain trade creditors who extend credit to the Debtor after the filing, wages, salaries, and payments for professional services rendered in the administration of these Chapter 11 cases. The claims are not impaired by the Plan.

B. Taxes and Priority Claims

Taxes and priority claims are certain taxes, including ad valorem taxes, described by Code § 507 (a) (8). The claims are not impaired by the Plan.

C. Secured Creditors

The Secured Creditors are the claims from VCB, FCB, and Lowe's. The Plan provides that the Secured Creditors will receive, in satisfaction of their existing Claims, monthly adequate protection payments until such time as they are paid in full. VCB and Lowe's will be paid in full by the end of year three (3) of the Plan. FCB will be paid in full by the end of year five (5) of the Plan.

D. General Unsecured Creditors

The Reorganized Debtor will distribute up to a total of \$118,514.32 to the Unsecured Creditors. The Plan provides that holders of such Claims will receive a payment estimated to be equal to either \$1.00 Cash per \$1.00 of the amount of its Allowed Unsecured Claims (as defined in the Plan) for the payment of all other Claims of every kind whatsoever, including but not limited to deficiency claims of secured creditors and damage claims of creditors which arose out of the rejection of executory contracts or expired leases.

E. Reorganized Debt Summary

Confirmation of the Plan will provide a means by which the Debtor's total indebtedness, both secured and unsecured, Pre and Post Petition, will be paid in full, through the Debtor's post petition earnings, operations, and the sale of certain assets.

IV. LIABILITIES, CLASSIFICATION AND TREATMENT OF CLAIMS UNDER THE PLAN

The liability of the Debtors, the classification of claims, the treatment of claims, and the terms of the Plan are hereby summarized in this Disclosure Statement for the convenience of the creditors of the Debtor in Possession.

However, the reader is cautioned to remember that this summary is qualified in its entirety by the Plan itself, which is controlling, in the event of any inconsistency. **CREDITORS AND CLAIMANTS ARE URGED TO REVIEW CAREFULLY THE COMPLETE TEXT OF THE PLAN.**

All classes of claims and interests are impaired under the Plan. The holders of Allowed Claims or Allowed Interests in such classes may vote to accept or reject the Plan unless any such class is deemed under the Bankruptcy Code to have rejected the Plan. A class of claims shall have accepted the Plan if at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in amount of holders in such who have voted on the Plan have voted to accept the Plan. A class of Equity Interests shall have accepted the Plan if at least two-thirds (2/3) in amount of holders in such class who have voted on the Plan, have voted to accept the Plan. Pursuant to Section 1126(g) of the Bankruptcy Code, a class of claims or interests shall be deemed to have rejected the Plan if such class shall receive or retain no property of the Debtor under the terms of the Plan.

A. CLASS 1 - ADMINISTRATIVE EXPENSES

The reasonable fees and expenses of those professional persons employed by the Debtor are administrative expenses. On May 28, 2009, an order was issued by the Court to appoint Richard Knapp and Associates (Knapp) attorney for debtor and on November 3, 2009 the Court issued an order approving Knapp's first application for payment in the amount of \$34,240.00 and \$108.66 of out of pocket expenses through August 29, 2009. Knapp's total expenses are not expected to exceed \$50,000.00. Knapp will be paid \$12,500.00 in four (4) payments, due at the time of each sale event, with the last payment including a base amount of \$12,500.00 plus any accrued interest (at a rate of 8% per annum on the outstanding balance) then due at the time of the last sale event (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

B. CLASS 2 - TAXES AND PRIORITY CLAIMS

The Debtor owes pre-petition delinquent property taxes (representing the second half tax payment for tax year 2008's property taxes) to Chesterfield County in amount of \$18,933.09. An additional post-petition tax payment of \$16,332.42 (representing the first half tax payment for tax year 2009's property taxes) was due on June 5, 2009. Another post-petition tax payment of \$16,332.42 (representing the second half tax payment of tax year 2009's property taxes) was due December 7, 2009. The combined past due second half of 2008, past due first half of 2009, and past due second half 2009 taxes total \$51,597.93. The first half 2010 property taxes due (estimate with penalty) are \$17,500.00. Second half 2010 property taxes, and

property taxes for tax years 2011, 2012, 2013, 2014, and the first half of 2015, will be paid as they come due, with Debtor escrowing 1/12th of the estimated amount of each tax year payment on a monthly basis. Initially, this monthly escrow will be \$1,458.33/month. The monthly escrow will be maintained in an interest bearing account at VCB. The monthly escrow will cover 1/12th of the taxes on Parcels A through E. This class of creditors will be paid at the end of year two (2) and the end of year (3) in the amounts specified in Exhibit E.

C. CLASS 3 - SECURED CREDITORS

Debtor has three (3) secured creditors, each with a note secured by a mortgage instrument on real property:

VCB	Parcels A, B, & D	\$3,558,750.00
FCB	Parcel C	\$2,112,000.00
Lowe's	Parcel E	\$ 172,940.49

Debtor will make monthly adequate protection payments to each creditor, until each secured creditor is paid in full, as follows:

VCB July 1, 2010 through December 31, 2010: **\$11,862.50/month**
 $(\$3,588,750.00 * 4.00\% = \$142,350.00 / 12 \text{ months} = \$ 11,862.50)$

 January 1, 2011 through December 31, 2011: **\$17,943.75/month**
 $(\$3,588,750.00 * 6.00\% = \$215,325.00 / 12 \text{ months} = \$ 17,943.75)$

 January 1, 2012 through June 30, 2015: **\$23,122.37/month**
 $(\$3,588,750.00 \text{ amortized over twenty-five years at } 6\% \text{ int} = \$23,122.37/\text{month payment})$

FCB July 1, 2010 through September 30, 2010: **\$5,720.00/month**
 $(\$2,112,000.00 * 3.25\% = \$ 68,640.00 / 12 \text{ months} = \$ 5,720.00)$

 October 1, 2010 through September 30, 2011: **\$ 6,600.00/month**
 $(\$2,112,000.00 * 3.75\% = \$ 79,200.00 / 12 \text{ months} = \$ 6,600.00)$

 October 1, 2011 through June 30, 2015: **\$ 7,480.00/month**
 $(\$2,112,000.00 * 4.25\% = \$ 89,760.00 / 12 \text{ months} = \$ 7,480.00)$

Lowe's July 1, 2010 through September 30, 2010: **\$468.38/month**
 $(\$ 172,940.49 * 3.25\% = \$ 5,620.57 / 12 \text{ months} = \$ 468.38)$

 October 1, 2010 through September 30, 2011: **\$540.44/month**
 $(\$ 172,940.49 * 3.75\% = \$ 6,485.27 / 12 \text{ months} = \$ 540.44)$

October 1, 2011 through June 30, 2015: **\$612.50/month**
(\$ 172,940.49 * 4.25% = \$ 7,349.97 / 12 months = \$ 612.50)

**NOTE: All of the adequate protection payments listed above will be adjusted based on principal reductions to the VCB, FCB, and or Lowe's debt when sale events occur.

VCB has agreed to provide up to \$250,000.00 over the course of the next twenty four (24) months, under the loan documents which govern their Pre Petition debt, to pay for costs associated with stabilizing its Parcel B collateral (see Exhibit B for the "Phase I (Parcel B)" budget and see Exhibit C for Parcel B's As Is Rent Roll, As Projected Rent Roll, and Projected Income/Expense Information). Parcel B will be sold at the end of year two (2) of the plan, with net sales proceeds being used to pay off Post Petition \$250,000.00 VCB debt and to reduce the principal balance of the Pre Petition VCB debt, plus pay past due property taxes due on Parcel B (see Exhibit E "Rockwood Square Sell Down – Five (5) Year Plan" for detail).

VCB will provide an additional \$150,000.00 after the sale of Parcel B under its existing loan documents which govern their Pre Petition debt to pay for costs associated with stabilizing its Parcel A collateral (see Exhibit B for the "Phase II (Parcel A)" budget and see Exhibit D for Parcel A and Parcel D's As Is Rent Roll, As Projected Rent Roll, and Projected Income/Expense Information). Parcel A, and Parcel D (which will be ground leased at the time of sale) will be sold at the end of year three (3) of the plan, with net sales proceeds being used to pay off \$150,000.00 VCB Post Petition debt, the balance carried forward of the VCB Pre Petition debt, pay the Lowe's Pre Petition debt in full. The Lowe's collateral (Parcel E) will be pledged as additional collateral to secure the FCB debt (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

**NOTE: To the extent VCB advances additional monies to Debtor, interest on those monies will accrue at the rates listed above in the VCB section. Interest payments will be made monthly on any additional monies advanced by VCB until such time as those additional advances are paid in full.

At the end of year four (4) of the plan, Parcel C (FCB collateral) will be sold, with the net sales proceeds being used to reduce the FCB Pre Petition debt by \$1,550,000.00 to \$562,000.00 (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

At the end of year five (5) of the plan, Parcel E (which will be FCB collateral subsequent to the payoff at the end of year three (3) of the Lowe's debt) will be sold, with the net sales proceeds from the sale paying FCB in full (see Exhibit E "Rockwood Square Sell Down – Five Year Plan" for detail).

D. CLASS 4 - GENERAL UNSECURED CREDITORS

The debtor has unsecured creditors as follows:

A-1 Commercial Grounds:	\$ 3,700.00
Beale, Davidson, Etherington:	\$ 2,267.67
Chesterfield County Utilities:	\$ 19.14
Dominion Power:	\$ 1,429.92
Imagination Station:	\$ 4,950.00
Janezic Building Group:	\$ 14,480.00
Johson Ayers and Matthews:	\$ 255.00
Jord Construction, L.L.C.:	\$ 64,035.32
Kimball Roofing:	\$ 12,544.32
MG Miller Valuations:	\$ 5,500.00
Planet Protection:	\$ 460.00
Regions Bank:	\$ 7,600.00
Roof Systems of VA:	\$ 758.50
Waste Management:	\$ 514.45
TOTAL	\$118,514.32

This class of creditors will be paid at the end of year three (3) of the plan.

V. MISCELLANEOUS OPERATING PROVISIONS

1. Debtor will pay and discharge all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it prior to the date upon which penalties attach thereof, and all lawful claims which, if unpaid, might become a lien or charge upon any said properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim that is being contested in good faith by proper proceedings or that was assessed prior to the Petition Date and is not otherwise provided for herein.
2. Maintain all necessary insurance, with responsible and reputable insurance companies or associations in such amounts and covering such risks as a reasonably prudent individual would consider proper.
3. Comply with all the requirements of all applicable laws, rules, regulations and order of any governmental authority, noncompliance of which would materially adversely affect his business or credit or any collateral.
4. Maintain and preserve all of its properties, necessary or useful in the proper conduct of their business, in good working order and condition, ordinary wear and tear excepted.
5. Pay all liabilities, claims or charges incurred or arising from and after the effective date.

6. Financial Reports: Post confirmation, the Reorganized Debtor will continue to produce monthly operating statements, supported by and including rental collection reports, aged AP reports, aged AR reports (the "Post Confirmation Financial Reports") and said Post Confirmation Financial Reports shall be delivered to VCB no later than the 15th day of each month.
7. Marketing and Leasing Activity Reports. Post confirmation on a quarterly basis, the Reorganized Debtor will produce a leasing and marketing activity report which will set forth all expressions of interest in leasing vacant spaces, any written offers received and, if applicable, responses thereto, and any Letters of Intent or Leases prepared by the Reorganized Debtor in response to said expressions of interests or written offers.
8. Debtor's representatives agree to meet with VCB representatives at the Rockwood Square location no less than two (2) times a year to discuss the status of the project.
9. Debtor agrees to provide copies of Federal Tax Returns to the Secured Creditors on or before April 30th of each post confirmation year.

VI. RISKS OF THE PLAN AND PROJECTIONS

The payments provided for the in Plan are subject to the ability of Debtor to renew Big Lots' lease, to lease up the vacant spaces at Rockwood Square Shopping Center, and to procure two (2) new ground leases. Debtor's plan to accomplish this in phases over the next five (5) years, focusing first on the section of the center anchored by Big Lots, and using the stabilized strength of that section of the center to lease against to fill the small shops currently vacant, plus leverage the location of the outparcels on Courthouse Road, is very realistic, given the strength of the submarket this property is located in, coupled with the resources and time the Debtor will have to implement this plan. WaWa's breach of its lease was a major setback for the Debtor, as it impacted not only cash flow but redevelopment plans for the center. The plan being proposed here does not rely on redevelopment. Instead, it focus on the existing strengths of the center and uses them as the catalysts needed to derive income and value to provide the platform to repay each class of creditor affected by this Chapter 11.

VII. LIQUIDATION ANALYSIS

Liquidation

A sale under duress in today's turbulent market climate, a climate where there is very little available financing or qualified buyers available who are looking for anything other than a "fire sale" opportunities, would result in very low sales prices for the properties owned by the Debtor.

The in place net operating income for VCB's collateral (Parcels A & B) is \$12,570.22/month (or \$150,842.64/year). VCB's 1.171 +/- acre Parcel D collateral is currently unimproved and generates zero income. If VCB were to liquidate the collateral, assuming they were able to achieve a 9% cap rate offer on existing income (or \$1,676,029.33 sales price) on Parcels A & B, and a sales price equal to approximately

\$4.00/SF (or \$200,000.00 +/- sale price) on the 1.171 +/- acre Parcel D, the net sales proceeds (which do not include the past due property taxes which would be due at closing) would cover approximately 49% (or \$1,736,707.28) of its \$3,559,750.00 Pre Petition debt:

VCB Parcels A&B Sale Price:	\$ 1,676,029.33
Less Sales Commission 6%:	(\$ 100,561.76)
Less Seller Closing Costs 1%:	(\$ 16,760.29)
Net Sales Proceeds A&B:	\$ 1,558,707.28

VCB Parcel D Sale Price:	\$ 200,000.00
Less Sales Commission 10%:	(\$ 20,000.00)
Less Seller Closing Costs 1%:	(\$ 2,000.00)
Net Sales Proceeds D:	\$ 178,000.00

TOTAL SALES PROCEEDS VCB COLLATERAL: \$ 1,736,707.28

FCB's 1.733 +/- acre Parcel C collateral is currently unimproved and generates zero income. If FCB were to liquidate its collateral, assuming they were able to achieve a sales price equal to approximately \$4.00/SF (or \$295,000.00 +/- sale price) on Parcel C, the net sales proceeds (which do not include any past due property taxes which would be due at closing) would cover approximately 12% (or \$262,550.00) of its \$2,112,000.00 Pre Petition debt.

FCB Parcel C Sale Price:	\$ 295,000.00
Less Sales Commission 10%:	(\$ 29,500.00)
Less Seller Closing Costs 1%:	(\$ 2,950.00)
Net Sales Proceeds C:	\$ 262,550.00

Lowe's .986 +/- acre Parcel E collateral is improved with a 4,950 +/- SF daycare which currently generates a net operating income of \$22,800.00 (based on current rental and expense reimbursement payments scheduled in the lease, less a 5% vacancy/credit loss assumption and less current expenses incurred by the Debtor on the parcel). If Lowe's were to liquidate its collateral, assuming they were able to achieve a 12% cap rate (or \$190,000.00 +/- sale price) on Parcel E, the net sales proceeds (which do not include any past due property taxes which would be due at closing) would just cover their \$172,940.49 Pre Petition debt; however, little monies would be available to contribute to paying any other class of creditor.

Lowe's Parcel E Sale Price:	\$ 190,000.00
Less Sales Commission 6%:	(\$ 11,400.00)
Less Seller Closing Costs 1%:	(\$ 1,900.00)
Net Sales Proceeds E:	\$ 176,700.00

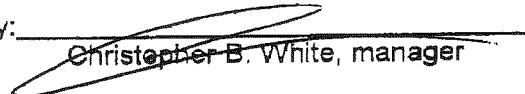
If plan is adopted

If the plan is adopted, all the creditors are paid in full for the principal amount of their obligations immediately before default, such that all administrative expenses, taxes and priority claims, principal balances of secured creditors and unsecured creditors and all amounts owed are all paid in full.

IX. INCOME PROJECTIONS AND FUNDING OF THE PLAN**See attached Exhibit "B, C, D, & E"**

ROCKWOOD SQUARE, L.L.C.

By: Southeast Properties I, L.C. sole member

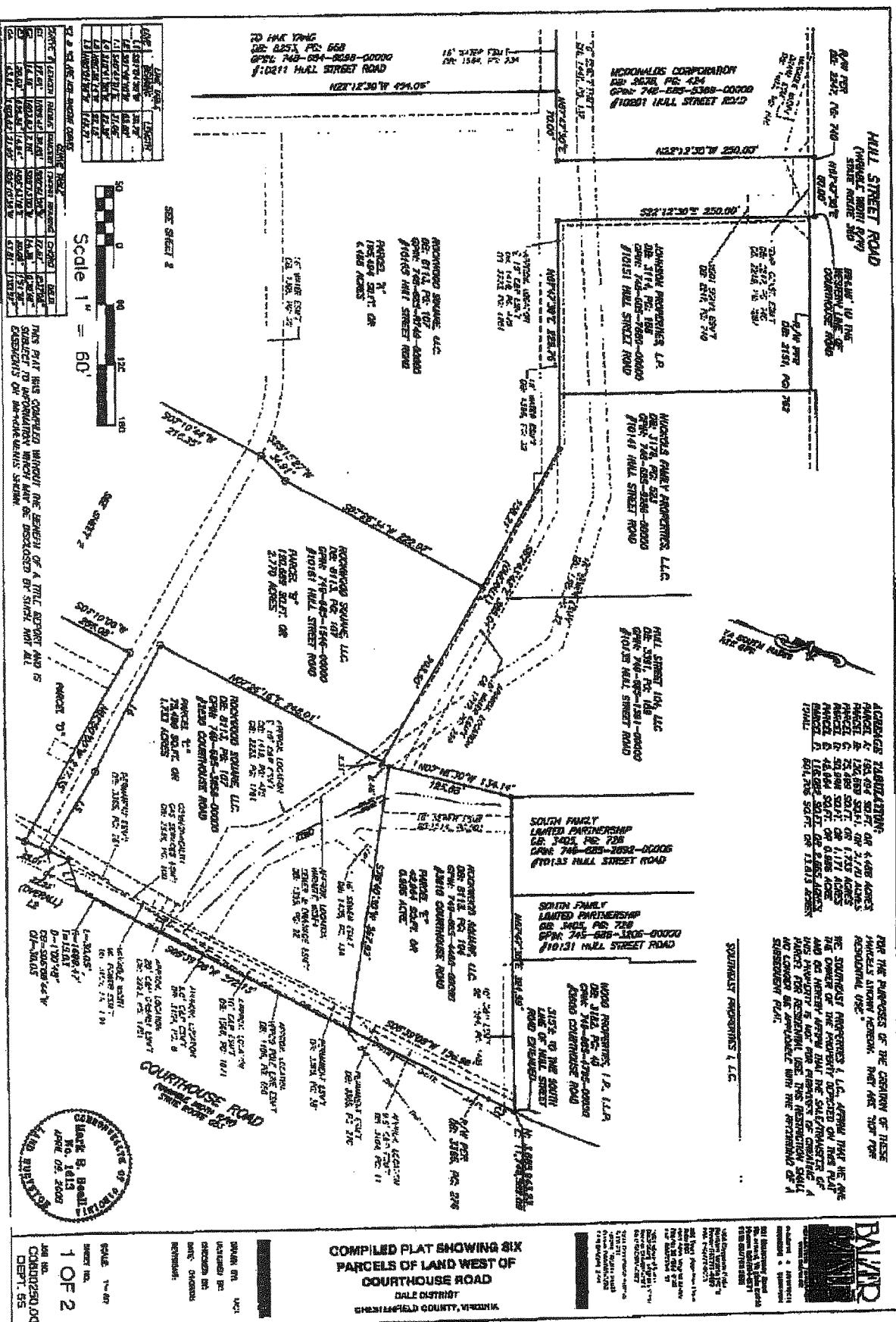
By: 

Christopher B. White, manager

BY: Robert C. Smith /s/

Robert C. Smith
Richard Knapp and Associates
2800 Patterson Avenue
Suite 101
Richmond, Virginia 23221

EXHIBIT A



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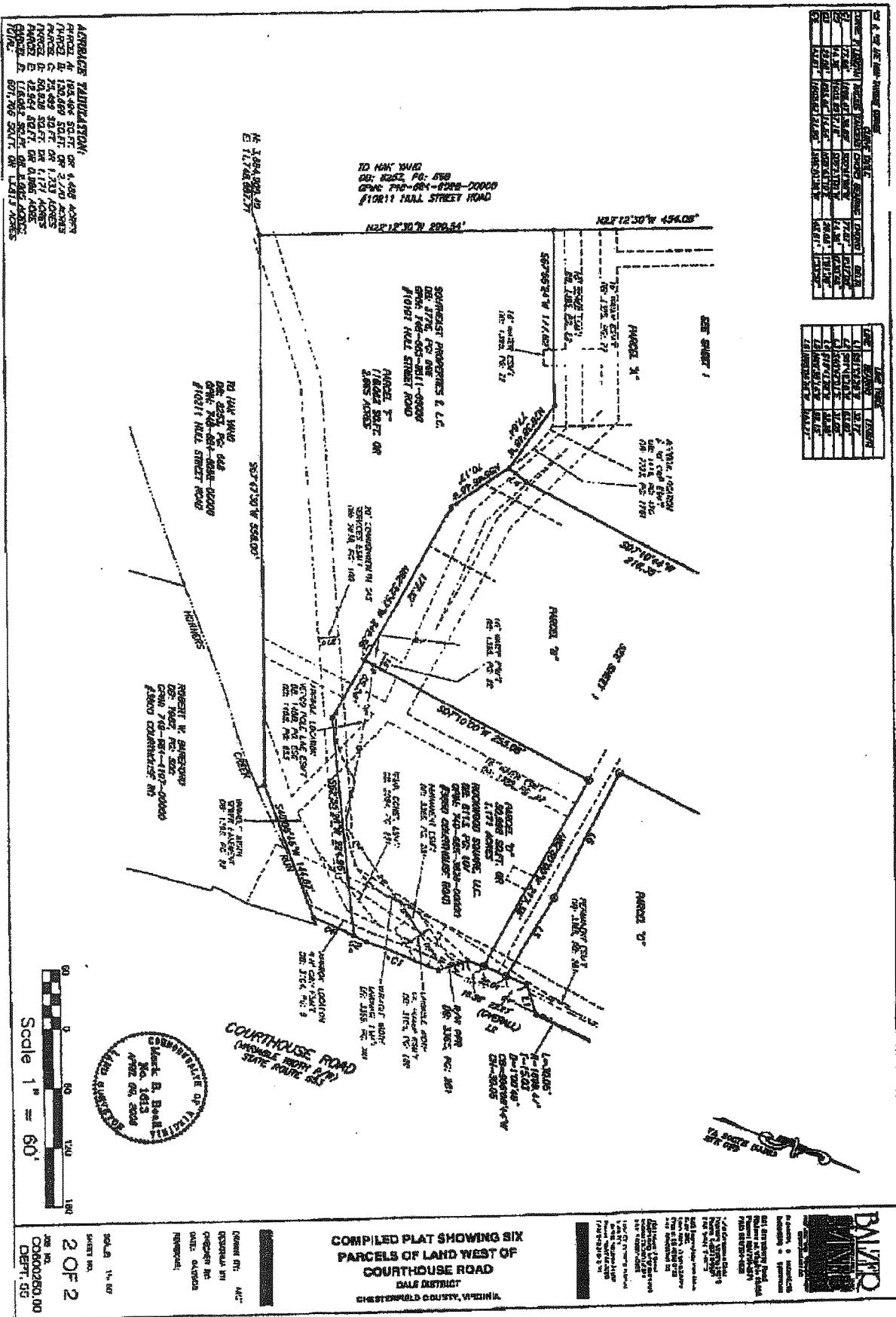


EXHIBIT B

4.21.10

Rockwood Square, L.L.C.
VCB Budget

PHASE I (PARCEL B)

Leasing Fees:

Big Lots Renewal (Space 1) (VCB Collateral)	\$ 25,000.00
Future (Space 2) (VCB Collateral)	\$ 26,100.00

Tenant Improvement Cost/Allowance:

Future (Space 2) \$20.00/ft 8,450 SF space (VCB Collateral)	\$ 169,000.00
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Parking Lot Seal Coat/Restripe Parcel B (VCB Collateral)	\$ 29,900.00
PHASE I TOTAL	\$ 250,000.00

PHASE II (PARCEL A)

Leasing Fees:

Future (Space 5) (VCB Collateral)	\$ 6,600.00
Future (Space 6) (VCB Collateral)	\$ 6,300.00
Future (Space 10) (VCB Collateral)	\$ 23,400.00

Tenant Improvement Cost/Allowance:

Future (Space 5) \$5.00/ft 1,200 SF space	\$ 6,000.00
Future (Space 6) \$5.00/ft 1,165 SF space	\$ 5,825.00
Future (Space 10) \$10.00/ft 7,500 SF space	\$ 75,000.00

Parking Lot Seal Coat/Restripe Parcel A	\$ 26,875.00
PHASE II TOTAL	\$ 150,000.00

AS IS:

ROCKWOOD SQUARE SHOPPING CENTER
RENT ROLL

TENANT	#	SIZE	BEGIN	END	OPTIONS	BASE RENT	INS.	CAM	TAXES	BASE RENT PSF
BIG LOTS	1	25600	12/01/97	01/31/11	N/A	\$104,960.00	N/A	PR	PR	\$4.10
VACANT	2	8450	N/A	N/A	N/A	\$0.00	N/A	N/A	N/A	\$0.00
TOTAL		34050				\$104,960.00				
CURRENT VACANCY:		24.82%								

EXHIBIT C

AS PROJECTED:

ROCKWOOD SQUARE SHOPPING CENTER

RENT ROLL									
TENANT	#	SIZE	BEGIN	END	OPTIONS	BASE RENT	INS. CAM	TAXES	BASE RENT PSF
BIG LOTS (1)	1	25600	12/01/97	01/31/11	N/A	\$104,960.00	N/A	PR	\$4.10
FUTURE (2)	2	8450	TBD	TBD	TBD	\$84,500.00	PR	PR	\$10.00
TOTAL		34050				\$189,460.00			

PROJECTED VACANCY:

(1) Big Lots will renew for a five (5) year initial term at \$5.00/SF Yr 1; \$5.25/SF Yr 2; \$5.50/SF Yr 3; \$5.75/SF Yr 4; and \$6.00/SF Yr 5
(2) Rent for Future Space 2 (8,450 SF) projected to commence Jan 2011

PROJECTED

ROCKWOOD SQUARE SHOPPING CENTER

INCOME/EXPENSE SUMMARY (7/1/10-6/30/15)

TENANT	YEAR 1					YEAR 2					YEAR 3					YEAR 4					YEAR 5				
	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15	7/11-6/11	7/12-6/12	7/13-6/13	7/14-6/14	7/15-6/15	7/11-6/11	7/12-6/12	7/13-6/13	7/14-6/14	7/15-6/15	7/11-6/11	7/12-6/12	7/13-6/13	7/14-6/14	7/15-6/15	7/11-6/11	7/12-6/12	7/13-6/13	7/14-6/14	7/15-6/15
BIG LOTS FUTURE	\$114,560.00	\$130,666.67	\$137,066.67	\$143,466.67	\$149,866.67	\$42,250.00	\$84,500.00	\$87,035.00	\$89,646.05	\$92,335.43															
TOTAL RENTS:	\$156,810.00	\$215,166.67	\$224,101.67	\$233,112.72	\$242,202.10																				
OTHER INCOME:																									
VACANCY (5%)	\$0.00	-\$10,758.33	-\$11,205.08	-\$11,655.64	-\$12,110.10																				
CAM	\$30,304.50	\$34,370.07	\$35,401.17	\$36,463.21	\$37,557.10																				
TAXES	\$14,849.21	\$16,841.33	\$17,346.57	\$17,866.97	\$18,402.98																				
INS.	\$0.00	\$2,279.65	\$2,348.04	\$2,418.48	\$2,491.03																				
TOTAL INCOME:	\$201,963.71	\$257,899.39	\$267,992.37	\$278,205.74	\$288,543.11																				
EXPENSES:																									
CAM EXPENSE (1.00/sf)	\$34,050.00	\$35,071.50	\$36,123.65	\$37,207.35	\$38,323.57																				
PROP INSURANCE (.26/sf)	\$8,853.00	\$9,118.59	\$9,392.15	\$9,673.91	\$9,964.13																				
PROP MANAGEMENT (5%)	\$10,098.19	\$12,894.97	\$13,399.62	\$13,910.29	\$14,427.16																				
REAL ESTATE TAXES (.49/sf)	\$16,684.50	\$17,185.04	\$17,700.59	\$18,231.60	\$18,778.55																				
MISCELLANEOUS (.05/sf)	\$1,702.50	\$1,753.58	\$1,806.18	\$1,860.37	\$1,916.18																				
TOTAL EXPENSES:	\$71,388.19	\$76,023.67	\$78,422.18	\$80,883.52	\$83,409.59																				
NOI	\$130,575.52	\$181,875.72	\$189,570.19	\$197,322.21	\$205,133.52																				

**ROCKWOOD SQUARE SHOPPING CENTER
RENT ROLL**

TENANT	#	SIZE	BEGIN	END	OPTIONS	BASE RENT	INS. CAM	TAXES	BASE RENT PSF
DY-E-NAMIC HAIR SALON	3	1165	02/01/03	05/31/13	N/A	\$16,900.00	PR	PR	\$14.51
SOUTHERN NAIL SALON	4	1200	06/01/03	05/31/11	N/A	\$17,400.00	PR	PR	\$14.50
VACANT	5	1200	N/A	N/A	N/A	\$0.00	N/A	N/A	\$0.00
VACANT	6	1165	N/A	N/A	N/A	\$0.00	N/A	N/A	\$0.00
GIUSEPPE'S PIZZA	7	1875	03/01/95	MTM	N/A	\$23,500.00	PR	PR	\$12.53
ALL AMERICAN INSURERS	8	1875	07/01/97	08/31/13	N/A	\$23,639.06	PR	PR	\$12.61
CAPITAL CHRISTIAN TAEKWONDO UNIVERSITY	9	3750	01/01/10	12/31/14	1-5YRS	\$48,108.12	PR	PR	\$12.83
VACANT	10	7500	N/A	N/A	N/A	\$0.00	N/A	N/A	\$0.00
GROUND LEASE	OP	N/A	N/A	N/A	N/A	\$0.00	N/A	N/A	N/A
TOTAL		19730				\$129,547.18			
CURRENT VACANCY						50.00%			

CURRENT VACANCY:

EXHIBIT D

ROCKWOOD SQUARE SHOPPING CENTER

TENANT	#	SIZE	BEGIN	END	OPTIONS	BASE RENT	INS. CAM	TAXES	BASE RENT PSF	
									ROLL	PR
DYE-NAMIC HAIR SALON	3	1165	02/01/03	05/31/13	N/A	\$16,900.00	PR	PR	PR	\$14.51
SOUTHERN NAIL SALON	4	1200	06/01/03	05/31/11	N/A	\$17,400.00	PR	PR	PR	\$14.50
FUTURE (1)	5	1200	TBD	TBD	TBD	\$21,600.00	PR	PR	PR	\$18.00
FUTURE (2)	6	1165	TBD	TBD	TBD	\$20,970.00	PR	PR	PR	\$18.00
GIUSEPPE'S PIZZA	7	1875	03/01/95	MTM	N/A	\$23,500.00	PR	PR	PR	\$12.53
ALL AMERICAN INSURERS	8	1875	07/01/97	08/31/13	N/A	\$23,639.06	PR	PR	PR	\$12.61
CAPITAL CHRISTIAN TAEKWONDO UNIVERSITY	9	3750	01/01/10	12/31/14	1-5YRS	\$48,108.12	PR	PR	PR	\$12.83
FUTURE (3)	10	7500	TBD	TBD	TBD	\$75,000.00	PR	PR	PR	\$10.00
GROUND LEASE (4)	OP	N/A	TBD	TBD	TBD	\$50,000.00	PR	PR	PR	N/A
TOTAL		19730				\$297,117.18				
PROJECTED VACANCY:						0.00%				

- (1) Rent for Future Space 5 (1,200 SF) projected to commence Jan 2011
- (2) Rent for Future Space 6 (1,165 SF) projected to commence Oct 2011
- (3) Rent for Future Space 10 (7,500 SF) projected to commence Jul 2011
- (4) Rent for Ground Lease projected to commence Jul 2011

ROCKWOOD SQUARE SHOPPING CENTER
INCOME\EXPENSE SUMMARY (7/1/10-6/30/15)

TENANT	YEAR 1					YEAR 2					YEAR 3					YEAR 4					YEAR 5				
	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15	7/10-6/11	7/11-6/12	7/12-6/13	7/13-6/14	7/14-6/15
DYE-NAMIC HAIR SALON	\$16,950.00	\$17,550.00	\$18,145.25	\$18,689.61	\$19,250.30																				
SOUTHERN NAIL SALON	\$17,443.50	\$17,966.81	\$18,505.81	\$19,060.98	\$19,632.81																				
FUTURE	\$10,800.00	\$21,600.00	\$22,248.00	\$22,915.44	\$23,602.90																				
FUTURE	\$15,727.50	\$20,970.00	\$21,599.10	\$22,247.07	\$22,914.49																				
GIUSEPPE'S PIZZA	\$23,500.00	\$24,205.00	\$24,931.15	\$25,679.08	\$26,449.46																				
ALL AMERICAN INSURERS	\$23,639.06	\$24,230.04	\$24,835.79	\$25,580.86	\$26,348.29																				
CAPITAL CHRISTIAN TAEKWONDO UNIVERSITY	\$48,108.12	\$49,478.40	\$50,889.78	\$52,343.52	\$52,624.26																				
FUTURE	\$0.00	\$75,000.00	\$77,250.00	\$79,567.50	\$81,954.53																				
GROUND LEASE	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00																				
TOTAL RENTS:	\$156,168.18	\$301,000.25	\$308,404.88	\$316,084.07	\$322,777.03																				
OTHER INCOME:																									
VACANCY (5%)	\$0.00	-\$15,050.01	-\$15,420.24	-\$15,804.20	-\$16,138.85																				
CAM	\$11,179.31	\$19,915.46	\$20,512.93	\$21,128.31	\$21,762.16																				
TAXES	\$5,473.37	\$9,758.58	\$10,051.33	\$10,352.87	\$10,663.46																				
INS.	\$2,904.24	\$5,178.02	\$5,333.36	\$5,493.36	\$5,658.16																				
TOTAL INCOME:	\$175,725.10	\$320,802.29	\$328,882.26	\$337,254.42	\$344,721.96																				
EXPENSES:																									
CAM EXPENSE (1.00/sf)	\$19,730.00	\$20,321.90	\$20,931.56	\$21,559.50	\$22,206.29																				
PROP INSURANCE (.26/sf)	\$5,129.80	\$5,283.69	\$5,442.20	\$5,605.47	\$5,773.64																				
PROP MANAGEMENT (5%)	\$8,786.25	\$16,040.11	\$16,444.11	\$16,862.72	\$17,236.10																				
REAL ESTATE TAXES (.49/sf)	\$9,667.70	\$9,957.73	\$10,256.46	\$10,564.16	\$10,881.08																				
MISCELLANEOUS (.05/sf)	\$986.50	\$1,016.10	\$1,046.58	\$1,077.98	\$1,110.31																				
TOTAL EXPENSES:	\$44,300.25	\$52,619.53	\$54,120.92	\$55,669.83	\$57,207.42																				
NOI	\$131,424.84	\$268,182.76	\$274,761.34	\$281,584.59	\$287,514.54																				

EXHIBIT E

4.29.10

Rockwood Square Sell Down
Five (5) Year Plan

I. End of Year 2 - Sale of Stabilized Parcel B (Big Lots Section of Center)	
End of Year 2 NOI	\$ 181,875.27
Value at 9% Cap	\$ 2,020,836.33
Less 6% Sales Commission	\$ (121,250.18)
Less 1% Seller Closing Costs	\$ (20,208.38)
Parcel B Net Sales Proceeds	<u>\$ 1,879,377.79</u>
 VCB Pre Petition First Deed Of Trust Debt A, B, & D	\$ 3,659,750.00
VCB Post Petition Loan Advances First Deed of Trust Debt A, B, & D	<u>\$ 280,000.00</u>
Total VCB Pre Petition & Post Petition Debt Phase I	<u>\$ 3,939,750.00</u>
 Pre Petition 2nd Half 2008 Property Taxes (Parcel B)	\$ 9,087.88
Post Petition 1st Half 2009 Property Taxes (Parcel B)	<u>\$ 7,839.56</u>
Post Petition 2nd Half 2009 Property Taxes (Parcel B)	<u>\$ 7,839.56</u>
Post Petition 1st Half 2010 Property Taxes (est. with penalties) (Parcel B)	<u>\$ 8,400.00</u>
Total Pre & Post Petition Property Taxes (Parcel B)	<u>\$ 33,167.01</u>
 Knapp Legal Fees	\$ 12,500.00
Parcel B Net Sales Proceeds	<u>\$ 1,879,377.79</u>
Less Total Pre & Post Petition Property Taxes (Parcel B)	<u>\$ (33,167.01)</u>
Less Knapp Legal Fees	<u>\$ (12,500.00)</u>
Parcel B Net Sales Proceeds Available to Pay Down Total VCB Pre & Post Petition Debt Phase I	<u>\$ 1,833,710.78</u>
 Total VCB Pre Pre Petition & Post Petition Debt Phase I	\$ 3,939,750.00
Less Parcel B Net Sales Proceeds Available to Pay Down VCB Pre & Post Petition Debt Phase I	<u>\$ (1,833,710.78)</u>
VCB Debt Secured by Parcel A (Small Shops) and Parcel D (Ground Lease)	<u>\$ 1,976,039.22</u>
 II. End of Year 3 - Sale of Stabilized Parcel A (Small Shops) & Ground Leased	
Parcel D (currently unimproved)	\$ 268,182.76
End of Year 2 NOI	\$ 2,979,808.44
Value at 9% Cap	\$ (178,788.51)
Less 6% Sales Commission	\$ (28,798.08)
Less 1% Seller Closing Costs	<u>\$ 2,771,221.85</u>
 VCB Debt Secured by Parcel A (Small Shops) and Parcel D (Ground Lease)	\$ 1,976,039.22
VCB Post Petition Loan Advances First Deed of Trust Debt Parcel A & Parcel D Debt Phase II	<u>\$ 180,000.00</u>
Less TOTAL VCB DEBT PHASE II	<u>\$ (2,126,039.22)</u>
 Pre Petition 2nd Half 2008 Property Taxes (Parcels A & D)	\$ 9,845.21
Post Petition 1st Half 2009 Property Taxes (Parcels A & D)	<u>\$ 8,492.86</u>
Post Petition 2nd Half 2009 Property Taxes (Parcels A & D)	<u>\$ 8,492.86</u>
Post Petition 1st Half 2010 Property Taxes (est. with penalties) (Parcels A & D)	<u>\$ 9,100.00</u>
Less Total Pre Petition & Post Petition (prior to Reorganization) Property Taxes	<u>\$ (36,630.92)</u>
 Less Lowe's Food Stores Parcel E Debt**	<u>\$ (172,940.49)</u>
Less General Unsecured Creditors Debt	<u>\$ (118,514.32)</u>
Less Ground Leasing Fee - Parcel D	<u>\$ (30,000.00)</u>
Less Knapp Legal Fees	<u>\$ (12,500.00)</u>
Less Escrow - Ground Lease Fee Parcel C (\$80,000.00) & Leasing Fee Parcel E (\$24,000.00)	<u>\$ (114,000.00)</u>
 Remaining Proceeds After VCB Payoff, Property Tax Payoff, Lowe's Food Payoff, General Unsecured Creditors Payoff, 1/4 of Knapp legal fees, and Parcels C and E Leasing Fee Escrows	\$ 161,296.90

** Parcel E will be pledged to FCB as additional collateral for its \$2,112,000.00 Pre Petition Debt upon Lowe's Food Stores Pre Petition Debt being repaid

III. End of Year 4 - Sale of Ground Leased Parcel C (FCB Collateral)	
Ground Lease NOI End of Year 3	\$ 150,000.00
Value at 9% Cap Rate	\$ 1,666,666.67
Less 6% Sales Commission	\$ (100,000.00)
Less 1% Closing Costs	\$ (16,666.67)
Parcel C Net Sales Proceeds	\$ 1,550,000.00
FCB Pre Petition Debt Parcel C	\$ 2,112,000.00
Less Parcel C Net Sales Proceeds	\$ (1,550,000.00)
Less Knapp Legal Fees	\$ (12,500.00)
FCB Pre Petition Debt After Sale of Parcel C	\$ 549,500.00
IV. End of Year 5 - Sale of Parcel E (pledged as additional collateral to FCB after Lowe's Food Stores debt payoff)	
NOI End of Year 5	\$ 80,000.00
Value at 9% Cap Rate	\$ 888,888.89
Less 6% Sales Commission	\$ (53,333.33)
Less 1% Closing Costs	\$ (8,888.89)
Parcel E Net Sales Proceeds	\$ 826,666.67
Less FCB Pre Petition Debt After EOY 4 Sale of Parcel E	\$ (549,500.00)
Less Knapp Legal Fees	\$ (12,500.00)
Remaining Proceeds EOY 5 After All Classes of Creditor Made Whole	\$ 264,666.67